

Judge Benjamin H. Settle

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

UNITED STATES OF AMERICA,

Plaintiff

v.

DARRYL LEE WRIGHT

Defendant.

NO. CR 14-5539BHS

**PLEA AGREEMENT**

The United States of America, by and through Annette L. Hayes, United States Attorney for the Western District of Washington, and David Reese Jennings, Assistant United States Attorney for said District, DARRYL LEE WRIGHT, and his attorney, Christopher Black, enter into the following Agreement, pursuant to Federal Rule of Criminal Procedure Rule 11(c)(1)(b):

1. **The Charges.** Defendant, having been advised of the right to have this matter tried before a jury, agrees to waive that right and enters a plea of guilty to the following chargers in the Superseding Indictment:

a. Wire Fraud, as charged in Counts Three and Four, in violation of Title 18, United States Code, Section 1343.

By entering these pleas of guilty, Defendant hereby waives all objections to the form of the charging document. Defendant further understands that before entering his

1 guilty pleas will be placed under oath. Any statement given by Defendant under oath  
2 may be used by the United States in a prosecution for perjury or false statement.

3       2.     **Elements of the Offense.** The elements of the offense or offenses to  
4 which Defendant is pleading guilty are as follows:

5             a.     The elements of wire fraud, as charged in Counts Three and Four, in  
6 violation of Title 18, United States Code, Section 1343, are as follows:

7       **First**, the defendant knowingly participated in, devised, or intended to devise  
8 a scheme or plan to defraud, or a scheme or plan for obtaining money or  
9 property by means of false or fraudulent pretenses, representations, or  
10 promises;

11       **Second**, the statements made or facts omitted as part of the scheme were  
12 material; that is, they had a natural tendency to influence, or were capable of  
13 influencing, a person to part with money or property;

14       **Third**, the defendant acted with the intent to defraud, that is, the intent to  
15 deceive, or the intent to cheat; and

16       **Fourth**, the defendant used, or caused to be used, a wire communication to carry  
17 out or attempt to carry out an essential part of the scheme.

18       3.     **The Penalties.** Defendant understands that the statutory penalties  
19 applicable to the offense of wire fraud, as charged in Counts Three and Four, are as  
20 follows: Imprisonment for up to twenty (20) years, a fine of up to two hundred fifty  
21 thousand and no/100 dollars (\$250,000.00), a period of supervision following release  
22 from prison of up to three (3) years, and a special assessment of one hundred and no/100  
23 dollars (\$100.00).

24       If a probationary sentence is imposed, the probation period can be for up to five  
25 (5) years. Defendant agrees that the special assessment shall be paid at or before the time  
26 of sentencing.

27       Defendant understands that supervised release is a period of time following  
28 imprisonment during which he will be subject to certain restrictive conditions and

requirements. Defendant further understands that if supervised release is imposed and he violates one or more of the conditions or requirements, Defendant could be returned to prison for all or part of the term of supervised release that was originally imposed. This could result in Defendant's serving a total term of imprisonment greater than the statutory maximum stated above.

Defendant understands that as a part of any sentence, in addition to any term of imprisonment and/or fine that is imposed, the Court may order Defendant to pay restitution to any victim of the offense, as required by law.

Defendant agrees that any monetary penalty the Court imposes, including the special assessment, fine, costs, or restitution, is due and payable immediately and further agrees to submit a completed Financial Statement of Debtor form as requested by the United States Attorney's Office.

**4. Rights Waived by Pleading Guilty.** Defendant understands that by pleading guilty, he knowingly and voluntarily waives the following rights:

- a. The right to plead not guilty and to persist in a plea of not guilty;
- b. The right to a speedy and public trial before a jury of his peers;
- c. The right to the effective assistance of counsel at trial, including, if Defendant could not afford an attorney, the right to have the Court appoint one for him;
- d. The right to be presumed innocent until guilt has been established beyond a reasonable doubt at trial;
- e. The right to confront and cross-examine witnesses against Defendant at trial;
- f. The right to compel or subpoena witnesses to appear on his behalf at trial;
- g. The right to testify or to remain silent at trial, at which trial such silence could not be used against Defendant; and
- h. The right to appeal a finding of guilt or any pretrial rulings.

1       5.     **Ultimate Sentence.** Defendant acknowledges that no one has promised or  
2 guaranteed what sentence the Court will impose.

3       6.     **Restitution.** Defendant shall make restitution to the United States in the  
4 amount determined by the court, with credit for any amounts already paid. Defendant  
5 disputes both the amount of restitution and the victim agencies to whom he owes  
6 restitution. It is contemplated that the final determination of restitution will require a  
7 hearing before the court. The United States will seek restitution by defendant to all  
8 agencies affected by the scheme to which defendant is pleading guilty, whether they be  
9 federal or state. Under the Mandatory Victims Restitution Act ("MVRA"), the court  
10 must order full restitution to victims of a convicted offense when the offense is  
11 committed by fraud or deceit. 18 U.S.C. §§ 3663A(c)(1), 3664(f)(1)(A). In an offense  
12 that involves as an element a scheme, conspiracy, or pattern of criminal activity, the court  
13 may order restitution to any person directly harmed by the defendant's criminal conduct  
14 in the course of the scheme, conspiracy, or pattern. 18 U.S.C. § 3663A(2). The  
15 defendant understands this is true whether or not he is convicted of a count directly  
16 affecting a particular victim. The government must establish that a person or entity is a  
17 victim for purposes of restitution by a preponderance of the evidence. If the court finds  
18 that restitution is appropriate, said amount shall be due and payable immediately after the  
19 court makes its final determination, and shall be paid in accordance with a schedule of  
20 payments as proposed by the United States Probation Office and ordered by the Court.

21       7.     **Statement of Facts.** The parties agree on the following facts. Defendant  
22 admits he is guilty of the charged offense or offenses:

23           a.     From an unknown time through November 2014, in the Western  
24 District of Washington, and elsewhere, Defendants DARRYL LEE WRIGHT and  
25 KAREN M. BEVENS (AKA KAREN WRIGHT) knowingly devised a scheme and  
artifice to defraud.

26           b.     The essence of the scheme was for Defendant DARRYL LEE  
27 WRIGHT and KAREN M. BEVENS to obtain benefits and things of value, including  
28 cash payments and services, for which neither would have been fully eligible had they

1 provided true, complete, and accurate information regarding the capabilities of Defendant  
2 DARRYL LEE WRIGHT, and the provision of support and caregiver services actually  
3 provided by KAREN M. BEVENS.

4 c. On or about September 26, 2009 to October 3, 2009, defendant  
5 DARRYL LEE WRIGHT submitted fabricated "Buddy Statements" to the Veterans  
6 Administration (VA). The fabricated Buddy Statements were attributed to real people  
7 who did not give permission to use their names. Those named in the fabricated Buddy  
8 Statements will testify that they did not complete the statements, and that they do not  
9 know of and cannot affirm the disabilities and infirmities described by defendant  
10 DARRYL LEE WRIGHT in the fabricated Buddy Statements.

11 d. In addition to false Buddy Statements, defendant DARRYL LEE  
12 WRIGHT submitted Buddy Statements signed by his sister KAREN WRIGHT as well as  
13 other long-time acquaintances of DARRYL LEE WRIGHT. Though defendant  
14 DARRYL LEE WRIGHT drafted these statements, KAREN WRIGHT and DARRYL  
15 LEE WRIGHT's other acquaintances signed them and affirmed that the contents of the  
16 statements were true and accurate.

17 e. On February 8, 2010, defendant DARRYL LEE WRIGHT applied  
18 for disability payments from the Social Security Administration (SSA). On April 5,  
19 2010, defendant DARRYL LEE WRIGHT submitted supplemental application materials  
20 to the Social Security Administration seeking disability payment. In these materials,  
21 defendant DARRYL LEE WRIGHT represented that he was so severely disabled by  
22 PTSD symptoms that he spent two-to-five days a week in bed, in a fetal position; that he  
23 required a caregiver, a housecleaner, and yard worker; that he could not prepare his own  
24 meals; that he could not take public transportation or be in crowds; that he could walk  
25 only fifty meters without resting; and that his attention span was only five-to-ten seconds.

26 f. In June 2012, defendant DARRYL LEE WRIGHT created and  
27 submitted invoices to the Social Security Administration that purported to show he had  
28 been paying his sister "KAREN BEVENS" to serve as his personal caregiver. The  
invoices showed "KAREN BEVENS" providing services an average of six days a week,  
from February 2009 through June 2012. By submitting the invoices, defendant  
DARRYL LEE WRIGHT intended to represent not only that KAREN BEVENS (AKA  
KAREN WRIGHT) had provided the services described in the invoices, but also that he  
had paid the invoices. He did this to justify his receipt of disability payments from SSA,  
even though he was still being paid by his employer. In fact, evidence in the form of  
testimony from neighbors and girlfriends will establish that defendant DARRYL LEE  
WRIGHT had no personal caregiver as described in the invoices and that his sister  
provided no such services. Former girlfriends who spent time regularly at defendant  
DARRYL LEE WRIGHT's residence will testify they saw no caregiver at his residence,

1 and, further, that WRIGHT showed no need for a caregiver. Bank records will show that  
 2 DARRYL LEE WRIGHT did not pay the invoices, and, further, that "KAREN  
 3 BEVENS" never received payment for the alleged services. Neighbors will testify that  
 4 they did not see KAREN WRIGHT at defendant DARRYL LEE WRIGHT's house.  
 5 Records from the State of Washington will show that KAREN WRIGHT reported  
 6 receiving no payments from defendant DARRYL LEE WRIGHT.

7 g. In addition to the false invoices, defendant DARRYL LEE  
 8 WRIGHT submitted other false documents to SSA. On September 21, 2012, defendant  
 9 DARRYL LEE WRIGHT submitted a notarized statement/affidavit from KAREN  
 10 WRIGHT. Notary records confirm that KAREN WRIGHT signed the affidavit. The  
 11 affidavit stated several false claims, including that she was the 24-hour a day, seven-day a  
 12 week in home care provider for DARRYL LEE WRIGHT.

13 h. On May 20, 2011, DARRYL LEE WRIGHT and KAREN WRIGHT  
 14 submitted an application for KAREN WRIGHT to serve as DARRYL LEE WRIGHT's  
 15 primary family caregiver, through the VA Caregiver Support Program. On January 2,  
 16 2012, the VA accepted and enrolled DARRYL LEE WRIGHT into the Caregiver Support  
 17 Program, thereby authorizing payment of caregiver services to his sister, KAREN M.  
 18 BEVENS (aka KAREN M. WRIGHT). Based on the representations made by KAREN  
 19 WRIGHT and DARRYL LEE WRIGHT, the VA awarded benefits under the caregiver  
 20 program at the highest level, or Tier III. At this level, the VA expected that DARRYL  
 21 LEE WRIGHT required the highest level of care, and that KAREN WRIGHT had been  
 22 and would be providing the care that both defendants described was necessary. KAREN  
 23 WRIGHT accepted and spent the monthly payments, but provided little of the care for  
 24 which she was being paid.

25 i. Witness testimony and documents will show that, during the scheme,  
 26 defendant DARRYL LEE WRIGHT was able to coach basketball, go on vacation, travel  
 27 to Idaho by himself to visit his daughter, attend school, serve on the Snoqualmie Planning  
 28 Commission, and engage in many other activities. Further, DARRYL LEE WRIGHT  
 received only limited caregiver services during the scheme. The false affidavit signed by  
 KAREN WRIGHT and submitted to SSA by DARRYL LEE WRIGHT was intended to  
 support the false invoices already submitted by DARRYL LEE WRIGHT to SSA.  
 Agents and Detectives will confirm they observed no caregiver at his home when they  
 visited in July 2013. Witnesses, including defendant WRIGHT's current girlfriend and  
 his ex-girlfriend, will confirm that KAREN WRIGHT was not providing daily care to  
 defendant WRIGHT as described in the affidavit.

j. Whenever necessary, KAREN WRIGHT would provide cover for  
 DARRYL LEE WRIGHT when he needed to explain his absence or behavior. KAREN  
 WRIGHT would write and send emails, make phone calls, and take others steps to cover



for defendant DARRYL LEE WRIGHT when his activities, vacations, and travel--if detected or reported--might interfere with his continued receipt of benefits. For example, when defendant WRIGHT had KAREN WRIGHT email Bellevue College professors to tell them that DARRYL's assignments would be late because of a "flare-up" of his PTSD symptoms, when in fact DARRYL was away on travel or vacation.

k. Witness testimony, documents, and a chronology of travel and other activities will show that, during the time of the scheme, defendant DARRYL LEE WRIGHT engaged in a wide range of physical and social activities, and was able to function in a manner that exceeded the capacity described in the function report he submitted to the Social Security Administration.

l. On March 9, 2013, KAREN WRIGHT executed another false sworn statement, witnessed by DARRYL LEE WRIGHT's girlfriend at the time. In the Sworn Statement, KAREN WRIGHT repeatedly referred to herself as the full-time, in-home, VA caregiver for DARRYL LEE WRIGHT. She repeatedly cited her presence as caregiver as the basis of her opinion about DARRYL LEE WRIGHT's physical and mental state.

m. The scheme was executed for Counts Three and Four in the following manner on the indicated dates:

3	May 31, 2012	DARRYL LEE WRIGHT and KAREN M. BEVENS (AKA KAREN M. WRIGHT)	A transmittal of funds payable under the Caregiver Support Program from the Department of Veterans Affairs to a bank account under the control of the defendants in the amount of \$10,836.54, which transmitted a wire and signal that traveled from Austin, Texas to Seattle, Washington.
4	January 16, 2013	DARRYL LEE WRIGHT and KAREN M. BEVENS (AKA KAREN M. WRIGHT)	A communication from the Social Security Administration originating in Baltimore, Maryland directing payment of \$1,589.50 in Social Security benefit funds to DARRYL LEE WRIGHT, which transmitted a wire and signal that traveled from Baltimore, Maryland to the Washington State Employees Credit Union in Olympia, Washington.

8. Defendant understands and acknowledges that the Court must consider the sentencing range calculated under the United States Sentencing Guidelines and possible departures under the Sentencing Guidelines together with the other factors set forth in

Title 18, United States Code, Section 3553(a), including: (1) the nature and circumstances of the offenses; (2) the history and characteristics of the defendant; (3) the need for the sentence to reflect the seriousness of the offenses, to promote respect for the law, and to provide just punishment for the offenses; (4) the need for the sentence to afford adequate deterrence to criminal conduct; (5) the need for the sentence to protect the public from further crimes of the defendant; (6) the need to provide the defendant with educational and vocational training, medical care, or other correctional treatment in the most effective manner; (7) the kinds of sentences available; (8) the need to provide restitution to victims; and (9) the need to avoid unwarranted sentence disparity among defendants involved in similar conduct who have similar records. Accordingly,

Defendant understands and acknowledges that:

a. The Court will determine applicable Defendant's Sentencing Guidelines range at the time of sentencing;

b. After consideration of the Sentencing Guidelines and the factors in 18 U.S.C. 3553(a), the Court may impose any sentence authorized by law, up to the maximum term authorized by law;

c. The Court is not bound by any recommendation regarding the sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Department, or by any stipulations or agreements between the parties in this Plea Agreement; and

d. Defendant may not withdraw his guilty pleas solely because of the sentence imposed by the Court.

9. **Acceptance of Responsibility.** At sentencing, *if* the district court concludes Defendant qualifies for a downward adjustment acceptance for acceptance of responsibility pursuant to USSG § 3E1.1(a) and the defendant's offense level is 16 or greater, the United States will make the motion necessary to permit the district court to decrease the total offense level by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because Defendant has assisted the United States by timely notifying the United States of



1 his intention to plead guilty, thereby permitting the United States to avoid preparing for  
2 trial and permitting the Court to allocate its resources efficiently.

3       10.   **Sentencing Factors.** Sentencing Factors. The parties disagree about the  
4 amount of loss and damage resulting from execution of the scheme to which defendant is  
5 pleading guilty, and further disagree about the scope of certain ~~relevant~~ conduct alleged  
6 to have been conducted as part of the manner and means of the scheme. Accordingly,  
7 the parties expect that the court shall conduct a sentencing hearing to determine the  
8 amount of loss and damages resulting from execution of the scheme, and that the court  
9 will make factual findings before issuing its determination at sentencing. Defendant  
10 understands, however, that at the time of sentencing, the court is free to reject any  
11 stipulated adjustments, and is further free to apply additional downward or upward  
12 adjustments in determining Defendant's Sentencing Guidelines range.

13       11.   **Non-Prosecution of Additional Offenses.** As part of this Plea Agreement,  
14 the United States Attorney's Office for the Western District of Washington agrees not to  
15 prosecute Defendant for any additional offenses known to it as of the time of this  
16 Agreement that are based upon evidence in its possession at this time, and that arise out  
17 of the conduct giving rise to this investigation. In this regard, Defendant recognizes the  
18 United States has agreed not to prosecute all of the criminal charges the evidence  
19 establishes were committed by Defendant solely because of the promises made by  
20 Defendant in this Agreement. Defendant agrees, however, that for purposes of preparing  
21 the Presentence Report, the United States Attorney's Office will provide the United  
22 States Probation Office with evidence of all conduct committed by Defendant.

23       Defendant agrees that any charges to be dismissed before or at the time of  
24 sentencing were substantially justified in light of the evidence available to the United  
25 States, were not vexatious, frivolous or taken in bad faith, and do not provide Defendant  
26 with a basis for any future claims under the "Hyde Amendment," Pub.L. No. 105-119  
27 (1997).

1        **12. Breach, Waiver, and Post-Plea Conduct.** Defendant agrees that if  
 2 Defendant breaches this Plea Agreement, the United States may withdraw from this Plea  
 3 Agreement and Defendant may be prosecuted for all offenses for which the United States  
 4 has evidence. Defendant agrees not to oppose any steps taken by the United States to  
 5 nullify this Plea Agreement, including the filing of a motion to withdraw from the Plea  
 6 Agreement. Defendant also agrees that if Defendant is in breach of this Plea Agreement,  
 7 Defendant has waived any objection to the re-institution of any charges in the Indictment  
 8 that were previously dismissed or any additional charges that had not been prosecuted.

9        Defendant further understands that if, after the date of this Agreement, Defendant  
 10 should engage in illegal conduct, or conduct that violates any conditions of release or the  
 11 conditions of his confinement, (examples of which include, but are not limited to,  
 12 obstruction of justice, failure to appear for a court proceeding, criminal conduct while  
 13 pending sentencing, and false statements to law enforcement agents, the Pretrial Services  
 14 Officer, Probation Officer, or Court), the United States is free under this Agreement to  
 15 file additional charges against Defendant or to seek a sentence that takes such conduct  
 16 into consideration by requesting the Court to apply additional adjustments or  
 17 enhancements in its Sentencing Guidelines calculations in order to increase the applicable  
 18 advisory Guidelines range, and/or by seeking an upward departure or variance from the  
 19 calculated advisory Guidelines range. Under these circumstances, the United States is  
 20 free to seek such adjustments, enhancements, departures, and/or variances even if  
 21 otherwise precluded by the terms of the plea agreement.

22        **13. Waiver of Appellate Rights and Rights to Collateral Attacks.**  
 23 Defendant acknowledges that by entering the guilty plea(s) required by this plea  
 24 agreement, Defendant waives all rights to appeal from his conviction and any pretrial  
 25 rulings of the court. Defendant further agrees that, provided the court imposes a custodial  
 26 sentence that is within or below the Sentencing Guidelines range (or the statutory  
 27 mandatory minimum, if greater than the Guidelines range) as determined by the court at  
 28 the time of sentencing, Defendant waives to the full extent of the law:

1           a. Any right conferred by Title 18, United States Code, Section 3742,  
2 to challenge, on direct appeal, the sentence imposed by the court, including any fine,  
3 restitution order, probation or supervised release conditions, or forfeiture order (if  
4 applicable); and

5           b. Any right to bring a collateral attack against the conviction and  
6 sentence, including any restitution order imposed, except as it may relate to the  
7 effectiveness of legal representation; and

8           This waiver does not preclude Defendant from bringing an appropriate motion  
9 pursuant to 28 U.S.C. § 2241, to address the conditions of his confinement or the  
10 decisions of the Bureau of Prisons regarding the execution of his sentence.

11           If Defendant breaches this Plea Agreement at any time by appealing or collaterally  
12 attacking (except as to effectiveness of legal representation) the conviction or sentence in  
13 any way, the United States may prosecute Defendant for any counts, including those with  
14 mandatory minimum sentences, that were dismissed or not charged pursuant to this Plea  
15 Agreement.

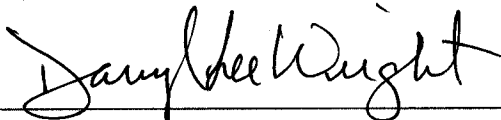
16           **14. Voluntariness of Plea.** Defendant agrees that he has entered into this Plea  
17 Agreement freely and voluntarily and that no threats or promises, other than the promises  
18 contained in this Plea Agreement, were made to induce Defendant to enter his pleas of  
19 guilty.

20           **15. Statute of Limitations.** In the event this Agreement is not accepted by the  
21 Court for any reason, or Defendant has breached any of the terms of this Plea Agreement,  
22 the statute of limitations shall be deemed to have been tolled from the date of the Plea  
23 Agreement to: (1) thirty (30) days following the date of non-acceptance of the Plea  
24 Agreement by the Court; or (2) thirty (30) days following the date on which a breach of  
25 the Plea Agreement by Defendant is discovered by the United States Attorney's Office.

26           **16. Completeness of Agreement.** The United States and Defendant  
27 acknowledge that these terms constitute the entire Plea Agreement between the parties.  
28

1 This Agreement binds only the United States Attorney's Office for the Western District  
2 of Washington. It does not bind any other United States Attorney's Office or any other  
3 office or agency of the United States, or any state or local prosecutor.

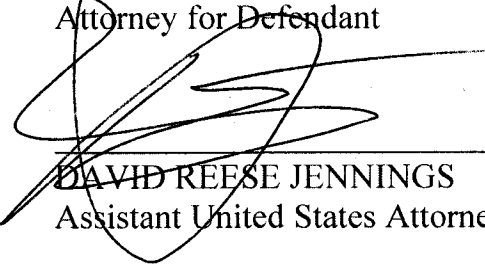
4 Dated this 29<sup>th</sup> day of February, 2016.

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8 DARRYL LEE WRIGHT  
9 Defendant

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11 CHRISTOPHER BLACK  
12 Attorney for Defendant

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14   
15 DAVID REESE JENNINGS  
16 Assistant United States Attorney